

**MISSOURI COURT OF APPEALS  
WESTERN DISTRICT**

---

COMPLETE TITLE OF CASE:

KIMBERLY A. ACCURSO,

Respondent

v.

AMCO INSURANCE COMPANY AND  
MOUNT VERNON FIRE INSURANCE COMPANY.

Appellants

---

DOCKET NUMBER WD70087

DATE: August 4, 2009

---

Appeal From:

Circuit Court of Jackson County, MO  
The Honorable Jack Richard Grate, Jr., Judge

---

Appellate Judges:

Division Three: Harold L. Lowenstein, P.J., James Edward Welsh and Mark D. Pfeiffer, JJ.

---

Attorneys:

William A. Larson, Topeka, KS  
John M. Waldeck, Leawood, KS  
Casey P. Murray, Leawood, KS

Counsel for Appellant, AMCO  
Counsel for Appellant, Mt. Vernon  
Co-Counsel for Appellant Mt. Vernon,

---

Attorneys:

Jason M. Pottenger, Kansas City, MO

Counsel for Respondent

---

**MISSOURI APPELLATE COURT OPINION SUMMARY  
MISSOURI COURT OF APPEALS, WESTERN DISTRICT**

**KIMBERLY A. ACCURSO, Respondent, v. AMCO  
INSURANCE COMPANY AND MOUNT VERNON FIRE  
INSURANCE COMPANY, Appellants**

**WD70087**

**Jackson County**

Before Division Three Judges: Lowenstein, P.J., Welsh, and Pfeiffer, JJ.

Amco Insurance Company and Mount Vernon Fire Insurance Company appeal the circuit court's judgment for Kimberly A. Accurso on her claim for underinsured motorist benefits. Amco and Mount Vernon contend that the circuit court erred in applying Missouri law to determine whether the underinsured limits under the respective policies could be stacked. Mount Vernon also contends that the circuit erred in its order granting Accurso's motion for summary judgment because material facts were in dispute.

**AFFIRMED.**

**Division Three holds:**

(1) The circuit court did not err in granting summary judgment for Accurso and applying Missouri law in determining whether the underinsured limits under the two insurance policies could be stacked. Under Restatement (Second) Conflict of Laws §193 (1971), the principal location of the insured risk is given greater weight than any other single contact in determining the state of applicable law. The principal location of the insured risk in this case was Missouri. Moreover, applying the factors of section 188 and the principles of section 6 of the Restatement (Second) Conflict of Laws, Missouri has the most significant relationship to the parties with regard to interpretation of the insurance policies. As such, pursuant to Missouri law, stacking of the underinsured benefits under the Amco and Mount Vernon policies is warranted.

(2) The insurance agent's testimony does not create a genuine dispute as to what the expectations and intentions of Accurso's husband were at the time he negotiated the Mount Vernon policy.

**Opinion by: James Edward Welsh, J.**

August 4, 2009

\* \* \* \* \*

**THIS SUMMARY IS UNOFFICIAL AND SHOULD NOT BE QUOTED OR CITED.**